

EXHIBIT

62

STATE OF TEXAS

COUNTY OF TARRANT

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110402
CONTRACT FOR SERVICES

BACKGROUND

This Contract for Services is between Tarrant County, Texas ("COUNTY") and Tarrant County Challenge, Inc. ("PROVIDER") for the services described in Tarrant County RFP No. 2011-080 (Attachment A).

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER will perform the following services:

- 1.1 PROVIDER will facilitate all program requirements and operations of the Family Drug Court described in Attachment A.
- 1.2 PROVIDER will provide a full-time FDC Supervisor to perform all duties outlined in the Roles and Responsibilities in Section VI of Attachment A.
- 1.3 PROVIDER will provide 1 full-time Intensive Case Manager and 1 part-time existing Intensive Case Manager position. Intensive Case Manager will perform all duties outlined in the Roles and Responsibilities in Section VII of Attachment A, and remain available after hours and on weekends as needed to respond to participants' crisis needs.
- 1.4 PROVIDER will provide fiscal administration of all funds utilized in the operation of FDC, including fiscal oversight of all contracts with sub-contractors.
- 1.5 PROVIDER will provide grant writing and fund development for the continuation and expansion of FDC.
- 1.6 PROVIDER will collect, maintain, and store drug testing samples from all program participants. PROVIDER will maintain accurate records of all drug test results for each program participant. PROVIDER will coordinate with Child Protective Services (CPS) for authorization for payment for laboratory testing, confirmation results and/or hair strand testing. PROVIDER will facilitate participants' appearance at the collection site or laboratory for testing.

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Tarrant County Challenge, Inc. – 323rd Family District Court

- 1.7 PROVIDER will provide monthly and annual statistical collection and program evaluation, including outcomes and evaluation of associated services.
- 1.8 PROVIDER will complete reporting requirements from all local, state, and federal funders.

2. TERM

This contract begins on May 10, 2011 and concludes on September 30, 2011 with 3 renewal options available for an additional twelve (12) month period each. The COUNTY may exercise these renewal options by providing written notice to PROVIDER 60 days prior to term end of the contract.

3. COST

The COUNTY will pay no more than **\$14,814 per month** pursuant to this contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

- 3.1 PROVIDER will bill for services performed in accord with this contract.
- 3.2 PROVIDER will send an invoice to Tarrant County Juvenile Services, ATTN: Lyn Willis, 2701 Kimbo Road, Fort Worth, Texas 76111.
- 3.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

4. FINANCIAL RESPONSIBILITY

- 4.1 PROVIDER is responsible for its incurred expenses in performing this contract unless otherwise noted.
- 4.2 The PROVIDER will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The COUNTY is qualified for sales tax exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act.

5. INDEMNIFICATION

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims,

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lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER'S performance of this contract.

6. AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

7. ASSIGNMENT

Neither party may assign this contract without prior written consent of the other party.

8. THIRD PARTY BENEFICIARY EXCLUDED

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

9. MISCELLANEOUS

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The law of the State of Texas governs this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

10. PARTIES ADDRESSES

COUNTY
B. Glen Whitley
County Judge
100 East Weatherford Street
Fort Worth, Texas 76196

PROVIDER
Ms. Jennifer A. Gilley, Executive Director
Tarrant County Challenge, Inc.
226 Bailey Avenue, Suite 105
Fort Worth, Texas 76107

11. CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to families participating in the Family Drug Court Program, and shall not

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re-disclose the information except as required to perform the services pursuant to this contract, or as may be required by law.

12. TERMINATION – WITHOUT CAUSE

Either party may terminate this contract by:

- 12.1 Providing written notice to the other party at least 30 days prior to the date of termination.
- 12.2 Providing in the written notice the date of termination.
- 12.3 Sending the written notice by certified mail return receipt requested to the party at its address listed in paragraph 10.

13. TERMINATION – WITH CAUSE

The COUNTY may terminate this contract within ten (10) days of delivery of written notice for PROVIDER'S failure to achieve the defined goals, outcomes, strategies and outputs as set forth in the provisions and attachments to this contract or PROVIDER'S failure to comply with all terms and conditions set forth in this contract. Notice of termination shall be deemed given when personally delivered or mailed certified or registered United States Mail, postage prepaid, at the address listed above in Paragraph 10.

14. LIQUIDATED DAMAGES

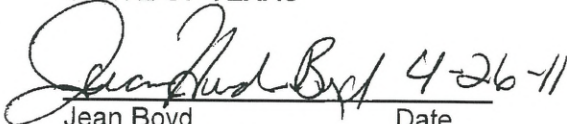
14.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this contract is unknown and/or indeterminate at the execution of this contract.

14.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this contract.

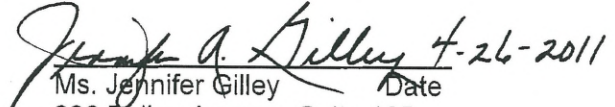
Approved on this the 10th day of May, 2011, by Commissioners
Court Order No. 110402.

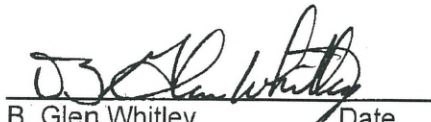
RFP No. 2011-080 – Administration of Tarrant County Family Drug Court
Tarrant County Challenge, Inc. – 323rd Family District Court

**TARRANT COUNTY
STATE OF TEXAS**


Jean Boyd Date
323rd District Court
2701 Kimbo Road
Fort Worth, TX 76111

Tarrant County Challenge, Inc.


Ms. Jennifer Gilley Date
226 Bailey Avenue, Suite 105
Fort Worth, TX 76107

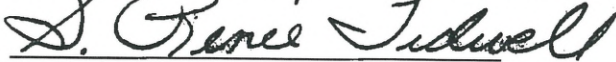

B. Glen Whitley Date
100 E. Weatherford Street
Fort Worth, TX 76196

APPROVED AS TO FORM:

By law, the District Attorney's Office approves this contract on behalf of its County clients. This Office does not approve a contract nor provide legal advice to other parties to this contract. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney.


District Attorney's Office

CERTIFICATION OF FUNDS AVAILABLE*FOR THE AMOUNT OF: \$74,070 


Auditor's Office

STATE OF TEXAS

COUNTY OF TARRANT

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Tarrant County Challenge
Family Drug Court Contract
Amendment No. 1

AMENDMENT NO. 1 TO THE FAMILY DRUG COURT CONTRACT WITH
TARRANT COUNTY CHALLENGE

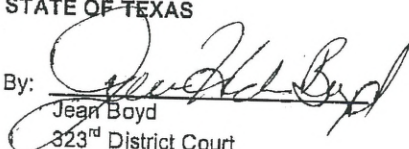
This contract amendment revises Section 3 of the original contract for Family Drug Court, increasing the total not to exceed amount of the contract from \$1,600 to \$10,261 an increase of \$8,661; and

All other terms and conditions contained in the original contract for services remain in full effect for the duration of the contract period.

Executed this the 15th day of February, 2011, by Commissioners' Court Order No. 109835

TARRANT COUNTY
STATE OF TEXAS

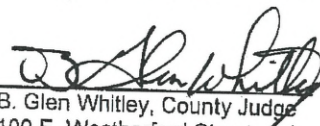
By:


Jean Boyd
323rd District Court
2701 Kimbo Road
Fort Worth, TX 76111

Date:

1/27/11

By:

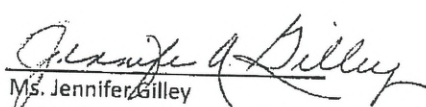

B. Glen Whitley, County Judge
100 E. Weatherford Street
Fort Worth, TX 76196

Date:

2/15/11

TARRANT COUNTY CHALLENGE

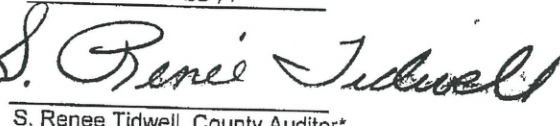
By:


Ms. Jennifer Gilley
226 Bailey Avenue, Suite 105
Fort Worth, TX 76107

Date:

1-10-2011

By:


S. Renee Tidwell, County Auditor*
100 E. Weatherford Street
Fort Worth, TX 76196

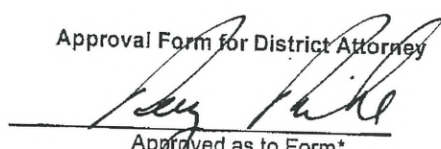
Date:

2-11-11

*Contract not to exceed certification of funds available in the amount of \$10,261, an increase of \$8,661.

569013/Grant-2004/413250000/G0008-2011

Approval Form for District Attorney


Approved as to Form*

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CHAL0000008